

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 18	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-01-P-0309		3. Award/Effective Date 2001MAY02		4. Order Number		5. Solicitation Number DAAE20-01-T-0099	
7. For Solicitation Information Call:		A. Name SHERYL DEVOL		B. Telephone Number (No Collect Calls) (309) 782-6602		6. Solicitation Issue Date 2001MAR13	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630 e-mail: DEVOLS@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule	
						12. Discount Terms	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
						14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMC DAYTON AREA C BUILDING 30 1725 VAN PATTON DR WRIGHT PATTERSON AFB OH 45433-5302			
Telephone No.				Code S3605A			
17. Contractor/Offeror SPECTRA PRECISION 5475 KELLENBURGER ROAD DAYTON OH 45424-1099		Code 56009 Facility		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041			
Telephone No.				Code SC1018			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 21 12035000016D6D02P53452231E1 S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$897,044.00	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference DAAE2001T0099 Offer <input checked="" type="checkbox"/> Dated 2001MAR28 . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309) 782-3506		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
				38. S/R Account Number		39. S/R Voucher Number	
				42a. Received By (Print)		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				42b. Received At (Location)			
41b. Signature And Title Of Certifying Officer		41c. Date		42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0309 MOD/AMD	Page 2 of 18
Name of Offeror or Contractor: SPECTRA PRECISION		

- SUPPLEMENTAL INFORMATION
1. The purpose of this order is to purchase 16 each, Hydrographic Survey Sets, at the unit price of \$56,065.25 each. This unit price includes the cost of training. The total price of this action is \$897,044.00.
2. Pron M11A0317M1 is hereby deleted and replaced with Prons M11A1317M1 and M11A1368M1.
3. Training is to be conducted as follows:
- | | |
|-------------|----------------|
| PLACE | NLT DATE |
| Panama City | 31 August 2001 |
| Hawaii | 31 August 2001 |
| Ft. Eustis | 31 August 2001 |
4. The integrated Manual requirement called out in DFP-400 has been removed.
5. Clarification of the following paragraphs within the DFP is hereby provided:
- a. Paragraph 2.2 - "maintenance system" means that the desired GPS system will not only collect Global Information System (GIS) data, but that it will also store and process the data before it is integrated with the other collected information to produce the required charts.
- b. Paragraph 2.3 - "Digital Global Positioning System" should be "Differential Global Positioning System" in the title and first sentence of this paragraph.
- c. Paragraph 2.3 - The hand held controller is also used to collect data on the water. The statement, "shall be centimeter accurate when receiving signals from a base station." is deleted.
6. The solicitation proposed intermittent delivery is hereby changed to a quantity of 16 each to be delivered by 30 Jun 2001.
7. Contract Clause 52.212-3 Offeror Representations and Certifications -- Commercial Items (Mar 2001) is hereby incorporated.
8. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 002 ***		
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
- b. If you think that this solicitation:
- has inappropriate requirements; or
 - needs streamlining; or
 - should be changed
- you should first contact the buyer or the Procurement Contracting Officer (PCO).
- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:
- U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-AQ-AR@ria.army.mil
- e. If you contact the Ombudsman, please provide him with the following information:

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- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999
TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

3 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

4 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a

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protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

5	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

Please note: Presently the document preparation system is not configured to mark block 10 as restricted. This solicitation is restricted to Spectra Precision Laserplane, Inc., 5475 Kellengurger Road, Dayton, OH 45424-1099.

Please submit a proposal for the requirements described in the Description for Purchase, Attachment 001. It is also required that you provide with your proposal, "other than cost and pricing data" as described within this solicitation at clause 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternate IV.

Training is a required element and is to be included in your proposal. The locations for the training will be at Ft. Eustis, VA, Panama City, FL and Hawaii.

Delivery will be as follows:

Location	Qty	Days	Training
Panama City	2	60 days from date of award	30 days from receipt of sets
Hawaii	2	90 days from date of award	30 days from receipt of sets
Ft. Eustis	10	120 days from date of award	30 days from receipt of sets
Rock Island	2	150 days from date of award	No training required

52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-01-P-0309 MOD/AMD</p>	<p align="center">Page 5 of 18</p>
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Name of Offeror or Contractor: SPECTRA PRECISION

Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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Name of Offeror or Contractor: SPECTRA PRECISION

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

*** END OF NARRATIVE A 001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>HYDROGRAPHIC SURVEY SET</u> NSN: 0000-00-000-0000 NOUN: HYDRO SURVEY SET SECURITY CLASS: Unclassified PRON: M11A1317M1 PRON AMD: 01 ACRN: AA AMS CD: 534522521485345 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091120T615 W90H8F J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 30-JUN-2001 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90H8F) PR 74TH ENG DET SPBS R CLASS VII BLDG 1610 FT EUSTIS VA 23604-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H091120T616 W81CLY J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 30-JUN-2001 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W81CLY) PR 7 EN DET DIVING TM BLDG 858 SCHOFIELD BKS HI 96857-5200 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W52H091120T617 N0610A J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 30-JUN-2001	14	EA	\$ 56,065.25000	\$ 784,913.50

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Name of Offeror or Contractor: SPECTRA PRECISION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (N0610A) NAVAL DIVING AND SALVAGE TRAINING CENTER 350 SOUTH CRAG ROAD CODE 09 PANAMA CITY FL 32407-7016</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 004 W52H091120T618 W90H8G J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-JUN-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90H8G) PR 544TH ENG DET DIVING SPBS R CLASS VII BLDG 1610 FT EUSTIS VA 23604-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 005 W52H091120T619 W26ABL J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-JUN-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W26ABL) PR 511TH ENG SPBS R CLASS VII CEN REC BLDG 1610 FT EUSTIS VA 23604-5353</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 006 W52H091120T620 W26ABJ J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-JUN-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W26ABJ) PR 86TH ENG DEWT SPBS R CLASS VII</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CEN REC BLDG 1610 FT EUSTIS VA 23604-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 007 W52H091120T621 WK4XT1 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-JUN-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (WK4XT1) PR 569TH EN DET CONT SPT SPBS R CLASS VII CEN REC BLDG 1610 FT EUSTIS VA 23604-5577</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0309/0000 SEE PAGE 2</p> <p>Hydrographic Survey Set must conform to the Description For Purchase, PDFP-400 dated 23 Feb 2001.</p> <p>(End of narrative F001)</p>				
0001AB	<p><u>HYDROGRAPHIC SURVEY SET</u></p> <p>NSN: 0000-00-000-0000 NOUN: HYDRO SURVEY SET SECURITY CLASS: Unclassified PRON: M11A1368M1 PRON AMD: 01 ACRN: AA AMS CD: 534522521485345</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H091120T622 W52H1C J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-JUN-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1C) XR TRANS OFC ROCK ISLAND ARSENAL</p>	2	EA	\$ 56,065.25000	\$ 112,130.50

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PACKAGING AND MARKING

6

52.211-4503

PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: 1 Set

Quantity of Unit Packages Per Intermediate Container: 1 Set

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with stand commercial packaging, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document

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Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

DELIVERIES OR PERFORMANCE

7	52.247-34	F.O.B. DESTINATION	JAN/1991
8	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
9	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
10	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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CONTRACT ADMINISTRATION DATA

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING		OBLIGATED	
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION						NUMBER	STATION	AMOUNT		
0001AA	M11A1317M1	AA	2	21	12035000016D6D02P53452231E1	S11116				177347	W52H09	\$	784,913.50	
534522521485345														
0001AB	M11A1368M1	AA	2	21	12035000016D6D02P53452231E1	S11116				177347	W52H09	\$	112,130.50	
534522521485345														
												TOTAL	\$	897,044.00
SERVICE										ACCOUNTING		OBLIGATED		
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION							STATION	AMOUNT			
Army	AA		21	12035000016D6D02P53452231E1	S11116				W52H09	\$	897,044.00			
												TOTAL	\$	897,044.00

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SPECIAL CONTRACT REQUIREMENTS

- 11

52.204-4501

REQUIRED USE OF ELECTRONIC DATA INTERCHANGE
TACOM-RI

DEC/1999
- (a) Within 2 calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.

(b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.

(c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the 52.212-4 clause of this contract and may result in termination under the terms thereof.

(d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).

(e) Registration and certification information must be furnished to the contracting officer within 2 calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within 2 calendar days after award of any contract resulting from this solicitation.

(g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.

(h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.

(i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS6507)

- 12

52.246-4500

MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)
TACOM-RI

MAY/2000
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are devols@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-6602, ATTN: Sheryl L. DeVol and (309) 782-1338 (ATTN: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

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CONTRACT CLAUSES

13	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAR/2001
14	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
15	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
16	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
17	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	FEB/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____ (ii.) Alternate I to 52.219-5.
- ____ (iii.) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I of 52.219-23
- ____ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- ____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).

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☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

☐ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

☐ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C).

☒ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	DESCRIPTION FOR PURCHASE	23-FEB-2001	007	